

# **Exhibit D**

# SIVE | PAGET | RIESEL

**STEVEN BARSHOV**  
DIRECT DIAL: 646.378.7229  
SBARSHOV@SPRLAW.COM

September 13, 2021

BY EMAIL

Mr. Glenn A. Gabbard  
Code Enforcement Officer/Building Inspector  
Town of Forestburgh  
332 King Road  
Forestburgh, N.Y. 12777

Re: Lost Lake Building Permit Application; August 18, 2021 Incompleteness Letter

Dear Mr. Gabbard.

The following is in response to your letter of August 18<sup>th</sup>:

1. As to paragraph 1 of your letter, a check will be hand-delivered to your office today in payment of the building permit application fee in the amount you have calculated. Please be advised that there is still an unresolved question as to whether the fee for a building permit should be calculated by including the square footage of the unfinished basement. However, in the interest of moving this forward, the fee you requested is being paid. We will address calculation of fees for subsequent building permits in the future.

2. As to paragraph 2 of your letter, accompanying this letter is written confirmation from the Lost Lake Architectural Control Committee that it has reviewed and approved the plans for the proposed home.

3. As to paragraph 3 of your letter, please be advised as follows:

(a) Town Zoning Code § 85-21[B][5] is in applicable to Lost Lake. It applies to Planned Unit Developments, not a previously approved Planned Development District. Nevertheless, in the interest of cooperation, please be advised that my client has entered into contracts for the construction of both the required water supply and sewage systems. The goal is to have both systems installed and in operation by mid-summer 2022. No certificate of occupancy will be requested for the home to be constructed until the water and sewer systems to serve the home are operational.

(b) The intended use of the structure to be built is for residential purposes, which is consistent with the PDD approval, final subdivision plat, and Town Code.

(c) A copy of the deeds to the subject lot are included with this submission. Please note that the lot in question is SBL 3.C-6-3 (Lost Lake Lot #282).

Glenn Gabbard  
September 13, 2021  
Page 2 of 2

Based on the foregoing, it is requested that you deem the application complete and issue a building permit forthwith.

Yours truly,



Steven Barshov

cc: Supervisor Hogue  
Javid Afzali, Esq.  
Mordechai Halberstam  
Yehuda Miller  
Jack Gold



September 6, 2021

Lost Lake Holdings LLC  
991 Willoughby Brooklyn NY 11221 #200

The Committee having reviewed the plans for Lot #303 BL 3-C-63 that were  
submitted on September 5 2021. Prepared by: Hartman Design

The plans are hereby:



Approved



Denied



Other \_\_\_\_\_

Additional notes: \_\_\_\_\_

Any material changes to the submitted and approved plans requires a resubmission of the plans to the Committee and the Committee reserves the right to amend or modify any approval previously issued based on such plan resubmission. The Applicant consents to the Committee inspecting during construction to confirm compliance with approved plans. The Applicant is advised that no home occupancy is permitted until the Committee confirms that construction has been completed in conformity with the approved plans and a certificate of occupancy has been issued by the Town of Forestburgh Building Inspector.

Sincerely,

Eliezer Klein

Zvi Frankel

Chaim Hochman



**BARGAIN & SALE DEED  
(WITH COVENANT AGAINST GRANTOR'S ACTS)**

THIS INDENTURE, made as of the 30<sup>th</sup> day of June, 2020 between **LOST LAKE RESORT, INC.**, a New York corporation, having an address at 5495 Belt Line Road, Suite 200, Dallas, Texas 75254 ("Grantor"); and **LOST LAKE HOLDINGS LLC**, a New York limited liability company, having an address at 518 N. Sycamore Avenue, Los Angeles, California 90036, and **MISHCONOS MAZAH LLC**, a New York limited liability company, having an address at 6 Robin Road, Chestnut Ridge, New York 10977 (where Mishconos Mazah LLC and Lost Lake Holdings LLC are together, "Grantees").

**W I T N E S S E T H :**

That Grantor is the owner of the approximately 2,095 acres of land located in the Town of Forestburgh, Sullivan County, New York located off Sullivan County Route 1-8 a/k/a St. Joseph's Road and Sullivan County Route 102 a/k/a Cold Spring Road, known as the Lost Lake Resort, less various lots sold by Grantor to third parties (the lands owned by Grantor being referred to hereinbelow as the "Property").

That Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by Grantees, does hereby grant and release unto Grantees, the heirs or successors and assigns of Grantees forever, as tenants in common, the following undivided fractional interests in a portion of the Property described as Town of Forestburgh, Sullivan County, N.Y. Tax Map parcels SBL 3-1-2.1, 3-1-2.18, 3-1-3, and various lots within Sections 3A, 3B, 3C, as listed in Schedule A attached hereto and made a part hereof (the "Granted Parcels"):

LOST LAKE HOLDINGS LLC: 23.5248%

MISHCONOS MAZAH LLC: 0.2376%

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Granted Parcels to the center line thereof;

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to the Granted Parcels;

SUBJECT TO any and all easements, covenants and restrictions of record;

TO HAVE AND TO HOLD the Granted Parcels unto the Grantees, the heirs or successors and assigns of the Grantees forever.

AND the Granted Parcels do not constitute all or substantially all of the assets of the Grantor, and the conveyance herein is done in the usual course of its trade or business.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the Granted Parcels have been encumbered in any way whatever, except as aforesaid.


AND the Grantor, in compliance with Section 13 of the Lien law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will

apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

IN PRESENCE OF:

LOST LAKE RESORT, INC.

  
By: Charles Ragan – Vice President

STATE OF TEXAS           )  
  ) ss.:  
COUNTY OF DALLAS       )

On the <sup>30<sup>th</sup></sup> day of June, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES RAGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Dallas, State of Texas.



  
Notary Public



## SCHEDULE A

All that certain plot, piece or parcel of land, situate, lying and being in the Town of Forestburgh, County of Sullivan, State of New York, being further known and identified by the following Section, Block and Lots by the Tax Office of Sullivan County, as follows:

#	SBL	#	SBL	#	SBL
1	3-1-2.1	41	3.A-2-16	81	3.A-7-1
2	3-1-2.18	42	3.A-2-17	82	3.A-7-2
3	3-1-3	43	3.A-2-18	83	3.A-7-3
4	3.A-1-1	44	3.A-2-19	84	3.A-7-4
5	3.A-1-2	45	3.A-2-20	85	3.A-8-2
6	3.A-1-4	46	3.A-2-21	86	3.A-8-3
7	3.A-1-5	47	3.A-2-22	87	3.A-8-4
8	3.A-1-6	48	3.A-2-23	88	3.A-8-5
9	3.A-1-7	49	3.A-2-24	89	3.A-8-6
10	3.A-1-8	50	3.A-2-25	90	3.A-8-7
11	3.A-1-9	51	3.A-2-26	91	3.B-1-1
12	3.A-1-10	52	3.A-2-27	92	3.B-1-2
13	3.A-1-11	53	3.A-2-28	93	3.B-1-3
14	3.A-1-12	54	3.A-2-29	94	3.B-1-4
15	3.A-1-13	55	3.A-2-30	95	3.B-1-5
16	3.A-1-14	56	3.A-2-31	96	3.B-1-6
17	3.A-1-15	57	3.A-2-32	97	3.B-1-7
18	3.A-1-16	58	3.A-2-33	98	3.B-1-8
19	3.A-1-17	59	3.A-2-34	99	3.B-1-9
20	3.A-1-18	60	3.A-3-1	100	3.B-1-11
21	3.A-1-19	61	3.A-3-2	101	3.B-1-12
22	3.A-1-20	62	3.A-3-3	102	3.B-1-13
23	3.A-1-21	63	3.A-3-4	103	3.B-1-14
24	3.A-1-22	64	3.A-3-5	104	3.B-1-15
25	3.A-1-23	65	3.A-3-6	105	3.B-1-16
26	3.A-1-24	66	3.A-3-7	106	3.B-1-19
27	3.A-2-2	67	3.A-4-1	107	3.B-1-20
28	3.A-2-3	68	3.A-4-2	108	3.B-1-25
29	3.A-2-4	69	3.A-5-1	109	3.B-2-1
30	3.A-2-5	70	3.A-5-2	110	3.B-2-2
31	3.A-2-6	71	3.A-5-3	111	3.B-2-3
32	3.A-2-7	72	3.A-5-4	112	3.B-2-4
33	3.A-2-8	73	3.A-5-5	113	3.B-2-6
34	3.A-2-9	74	3.A-5-6	114	3.B-2-7
35	3.A-2-10	75	3.A-5-7	115	3.B-2-8
36	3.A-2-11	76	3.A-5-8	116	3.B-2-15
37	3.A-2-12	77	3.A-5-9	117	3.B-2-16
38	3.A-2-13	78	3.A-5-10	118	3.B-2-19
39	3.A-2-14	79	3.A-6-1	119	3.B-2-20
40	3.A-2-15	80	3.A-6-2	120	3.B-2-21

## SCHEDULE A, continued

#	SBL	#	SBL	#	SBL
121	3.B-2-22	161	3.B-5-14	201	3.B-7-8
122	3.B-2-23	162	3.B-5-15	202	3.B-7-9
123	3.B-2-24	163	3.B-5-16	203	3.B-7-10
124	3.B-2-25	164	3.B-5-17	204	3.B-7-11
125	3.B-2-26	165	3.B-5-18	205	3.B-7-12
126	3.B-3-1	166	3.B-5-19	206	3.B-7-13
127	3.B-3-2	167	3.B-6-2	207	3.B-7-14
128	3.B-3-3	168	3.B-6-3	208	3.B-7-15
129	3.B-3-4	169	3.B-6-4	209	3.B-7-16
130	3.B-3-5	170	3.B-6-5	210	3.C-1-1
131	3.B-3-6	171	3.B-6-6	211	3.C-1-2
132	3.B-3-7	172	3.B-6-7	212	3.C-1-3
133	3.B-3-8	173	3.B-6-8	213	3.C-1-4
134	3.B-3-9	174	3.B-6-9	214	3.C-1-5
135	3.B-3-10	175	3.B-6-11	215	3.C-1-6
136	3.B-3-11	176	3.B-6-12	216	3.C-2-1
137	3.B-3-12	177	3.B-6-13	217	3.C-2-2
138	3.B-3-13	178	3.B-6-14	218	3.C-2-3
139	3.B-4-1	179	3.B-6-15	219	3.C-2-4
140	3.B-4-3	180	3.B-6-16	220	3.C-2-5
141	3.B-4-4	181	3.B-6-17	221	3.C-2-6
142	3.B-4-7	182	3.B-6-18	222	3.C-2-7
143	3.B-4-8	183	3.B-6-19	223	3.C-2-8
144	3.B-4-9	184	3.B-6-20	224	3.C-2-9
145	3.B-4-12	185	3.B-6-21	225	3.C-2-10
146	3.B-4-13	186	3.B-6-22	226	3.C-2-11
147	3.B-4-14	187	3.B-6-23	227	3.C-2-12
148	3.B-4-16	188	3.B-6-24	228	3.C-2-13
149	3.B-5-1	189	3.B-6-25	229	3.C-2-14
150	3.B-5-2	190	3.B-6-26	230	3.C-2-15
151	3.B-5-3	191	3.B-6-27	231	3.C-2-16
152	3.B-5-4	192	3.B-6-28	232	3.C-2-17
153	3.B-5-5	193	3.B-6-29	233	3.C-2-18
154	3.B-5-7	194	3.B-6-30	234	3.C-2-19
155	3.B-5-8	195	3.B-7-2	235	3.C-3-1
156	3.B-5-9	196	3.B-7-3	236	3.C-3-2
157	3.B-5-10	197	3.B-7-4	237	3.C-3-3
158	3.B-5-11	198	3.B-7-5	238	3.C-3-4
159	3.B-5-12	199	3.B-7-6	239	3.C-3-5
160	3.B-5-13	200	3.B-7-7	240	3.C-3-6



## SCHEDULE A, continued

#	SBL	#	SBL	#	SBL
241	3.C-3-7	281	3.C-6-2	321	3.C-7-24
242	3.C-3-8	282	3.C-6-3	322	3.C-7-25
243	3.C-3-9	283	3.C-6-5	323	3.C-7-26
244	3.C-3-10	284	3.C-6-6	324	3.C-8-1
245	3.C-3-11	285	3.C-6-8	325	3.C-8-2
246	3.C-3-12	286	3.C-6-11	326	3.C-8-3
247	3.C-3-13	287	3.C-6-13	327	3.C-8-4
248	3.C-3-14	288	3.C-6-14	328	3.C-8-5
249	3.C-3-15	289	3.C-6-16	329	3.C-8-6
250	3.C-3-16	290	3.C-6-17	330	3.C-8-7
251	3.C-3-17	291	3.C-6-18	331	3.C-8-9
252	3.C-3-19	292	3.C-6-19	332	3.C-8-10
253	3.C-3-23	293	3.C-6-20	333	3.C-8-11
254	3.C-3-24	294	3.C-6-21	334	3.C-8-13
255	3.C-3-26	295	3.C-6-22	335	3.C-8-15
256	3.C-3-28	296	3.C-6-23	336	3.C-8-17
257	3.C-3-29	297	3.C-6-24	337	3.C-8-18
258	3.C-3-32	298	3.C-7-1	338	3.C-8-19
259	3.C-3-34	299	3.C-7-2	339	3.C-8-21
260	3.C-4-1	300	3.C-7-3	340	3.C-8-22
261	3.C-4-2	301	3.C-7-4		
262	3.C-4-3	302	3.C-7-5		
263	3.C-4-4	303	3.C-7-6		
264	3.C-4-5	304	3.C-7-7		
265	3.C-4-6	305	3.C-7-8		
266	3.C-4-8	306	3.C-7-9		
267	3.C-4-9	307	3.C-7-10		
268	3.C-4-10	308	3.C-7-11		
269	3.C-4-11	309	3.C-7-12		
270	3.C-5-1	310	3.C-7-13		
271	3.C-5-2	311	3.C-7-14		
272	3.C-5-3	312	3.C-7-15		
273	3.C-5-4	313	3.C-7-16		
274	3.C-5-5	314	3.C-7-17		
275	3.C-5-8	315	3.C-7-18		
276	3.C-5-9	316	3.C-7-19		
277	3.C-5-10	317	3.C-7-20		
278	3.C-5-11	318	3.C-7-21		
279	3.C-5-13	319	3.C-7-22		
280	3.C-6-1	320	3.C-7-23		

**BARGAIN & SALE DEED  
(WITH COVENANT AGAINST GRANTOR'S ACTS)**

THIS INDENTURE, made as of the 30<sup>th</sup> day of June, 2020 between **LOST LAKE RESORT, INC.**, a New York corporation, having an address at 5495 Belt Line Road, Suite 200, Dallas, Texas 75254 ("Grantor"); and **LOST LAKE HOLDINGS LLC**, a New York limited liability company, having an address at 518 N. Sycamore Avenue, Los Angeles, California 90036, and **MISHCONOS MAZAH LLC**, a New York limited liability company, having an address at 6 Robin Road, Chestnut Ridge, New York 10977 (where Mishconos Mazah LLC and Lost Lake Holdings LLC are together, "Grantees").

**W I T N E S S E T H :**

That Grantor is the owner of the approximately 2,095 acres of land located in the Town of Forestburgh, Sullivan County, New York located off Sullivan County Route 1-8 a/k/a St. Joseph's Road and Sullivan County Route 102 a/k/a Cold Spring Road, known as the Lost Lake Resort, less various lots sold by Grantor to third parties (the lands owned by Grantor being referred to hereinbelow as the "Property").

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LOST LAKE HOLDINGS LLC: 35.2871%

MISHCONOS MAZAH LLC: 0.3564%

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Granted Parcels to the center line thereof;

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to the Granted Parcels;

SUBJECT TO any and all easements, covenants and restrictions of record;

TO HAVE AND TO HOLD the Granted Parcels unto the Grantees, the heirs or successors and assigns of the Grantees forever.

AND the Granted Parcels do not constitute all or substantially all of the assets of the Grantor, and the conveyance herein is done in the usual course of its trade or business.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the Granted Parcels have been encumbered in any way whatever, except as aforesaid.

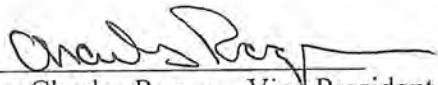
AND the Grantor, in compliance with Section 13 of the Lien law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will

apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

IN PRESENCE OF:

LOST LAKE RESORT, INC.

  
By: Charles Ragan – Vice President

STATE OF TEXAS            )  
  ) ss.:  
COUNTY OF DALLAS        )

On the <sup>20th</sup> day of June, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES RAGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Dallas, State of Texas.



  
Notary Public



## SCHEDULE A

All that certain plot, piece or parcel of land, situate, lying and being in the Town of Forestburgh, County of Sullivan, State of New York, being further known and identified by the following Section, Block and Lots by the Tax Office of Sullivan County, as follows:

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11	3.A-1-9	51	3.A-2-26	91	3.B-1-1
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35	3.A-2-10	75	3.A-5-7	115	3.B-2-8
36	3.A-2-11	76	3.A-5-8	116	3.B-2-15
37	3.A-2-12	77	3.A-5-9	117	3.B-2-16
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40	3.A-2-15	80	3.A-6-2	120	3.B-2-21

## SCHEDULE A, continued

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123	3.B-2-24	163	3.B-5-16	203	3.B-7-10
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127	3.B-3-2	167	3.B-6-2	207	3.B-7-14
128	3.B-3-3	168	3.B-6-3	208	3.B-7-15
129	3.B-3-4	169	3.B-6-4	209	3.B-7-16
130	3.B-3-5	170	3.B-6-5	210	3.C-1-1
131	3.B-3-6	171	3.B-6-6	211	3.C-1-2
132	3.B-3-7	172	3.B-6-7	212	3.C-1-3
133	3.B-3-8	173	3.B-6-8	213	3.C-1-4
134	3.B-3-9	174	3.B-6-9	214	3.C-1-5
135	3.B-3-10	175	3.B-6-11	215	3.C-1-6
136	3.B-3-11	176	3.B-6-12	216	3.C-2-1
137	3.B-3-12	177	3.B-6-13	217	3.C-2-2
138	3.B-3-13	178	3.B-6-14	218	3.C-2-3
139	3.B-4-1	179	3.B-6-15	219	3.C-2-4
140	3.B-4-3	180	3.B-6-16	220	3.C-2-5
141	3.B-4-4	181	3.B-6-17	221	3.C-2-6
142	3.B-4-7	182	3.B-6-18	222	3.C-2-7
143	3.B-4-8	183	3.B-6-19	223	3.C-2-8
144	3.B-4-9	184	3.B-6-20	224	3.C-2-9
145	3.B-4-12	185	3.B-6-21	225	3.C-2-10
146	3.B-4-13	186	3.B-6-22	226	3.C-2-11
147	3.B-4-14	187	3.B-6-23	227	3.C-2-12
148	3.B-4-16	188	3.B-6-24	228	3.C-2-13
149	3.B-5-1	189	3.B-6-25	229	3.C-2-14
150	3.B-5-2	190	3.B-6-26	230	3.C-2-15
151	3.B-5-3	191	3.B-6-27	231	3.C-2-16
152	3.B-5-4	192	3.B-6-28	232	3.C-2-17
153	3.B-5-5	193	3.B-6-29	233	3.C-2-18
154	3.B-5-7	194	3.B-6-30	234	3.C-2-19
155	3.B-5-8	195	3.B-7-2	235	3.C-3-1
156	3.B-5-9	196	3.B-7-3	236	3.C-3-2
157	3.B-5-10	197	3.B-7-4	237	3.C-3-3
158	3.B-5-11	198	3.B-7-5	238	3.C-3-4
159	3.B-5-12	199	3.B-7-6	239	3.C-3-5
160	3.B-5-13	200	3.B-7-7	240	3.C-3-6

## SCHEDULE A, continued

#	SBL	#	SBL	#	SBL
241	3.C-3-7	281	3.C-6-2	321	3.C-7-24
242	3.C-3-8	282	3.C-6-3	322	3.C-7-25
243	3.C-3-9	283	3.C-6-5	323	3.C-7-26
244	3.C-3-10	284	3.C-6-6	324	3.C-8-1
245	3.C-3-11	285	3.C-6-8	325	3.C-8-2
246	3.C-3-12	286	3.C-6-11	326	3.C-8-3
247	3.C-3-13	287	3.C-6-13	327	3.C-8-4
248	3.C-3-14	288	3.C-6-14	328	3.C-8-5
249	3.C-3-15	289	3.C-6-16	329	3.C-8-6
250	3.C-3-16	290	3.C-6-17	330	3.C-8-7
251	3.C-3-17	291	3.C-6-18	331	3.C-8-9
252	3.C-3-19	292	3.C-6-19	332	3.C-8-10
253	3.C-3-23	293	3.C-6-20	333	3.C-8-11
254	3.C-3-24	294	3.C-6-21	334	3.C-8-13
255	3.C-3-26	295	3.C-6-22	335	3.C-8-15
256	3.C-3-28	296	3.C-6-23	336	3.C-8-17
257	3.C-3-29	297	3.C-6-24	337	3.C-8-18
258	3.C-3-32	298	3.C-7-1	338	3.C-8-19
259	3.C-3-34	299	3.C-7-2	339	3.C-8-21
260	3.C-4-1	300	3.C-7-3	340	3.C-8-22
261	3.C-4-2	301	3.C-7-4		
262	3.C-4-3	302	3.C-7-5		
263	3.C-4-4	303	3.C-7-6		
264	3.C-4-5	304	3.C-7-7		
265	3.C-4-6	305	3.C-7-8		
266	3.C-4-8	306	3.C-7-9		
267	3.C-4-9	307	3.C-7-10		
268	3.C-4-10	308	3.C-7-11		
269	3.C-4-11	309	3.C-7-12		
270	3.C-5-1	310	3.C-7-13		
271	3.C-5-2	311	3.C-7-14		
272	3.C-5-3	312	3.C-7-15		
273	3.C-5-4	313	3.C-7-16		
274	3.C-5-5	314	3.C-7-17		
275	3.C-5-8	315	3.C-7-18		
276	3.C-5-9	316	3.C-7-19		
277	3.C-5-10	317	3.C-7-20		
278	3.C-5-11	318	3.C-7-21		
279	3.C-5-13	319	3.C-7-22		
280	3.C-6-1	320	3.C-7-23		



**BARGAIN & SALE DEED  
(WITH COVENANT AGAINST GRANTOR'S ACTS)**

THIS INDENTURE, made as of the 30<sup>th</sup> day of June, 2020 between **LOST LAKE RESORT, INC.**, a New York corporation, having an address at 5495 Belt Line Road, Suite 200, Dallas, Texas 75254 ("Grantor"); and **LOST LAKE HOLDINGS LLC**, a New York limited liability company, having an address at 518 N. Sycamore Avenue, Los Angeles, California 90036, and **MISHCONOS MAZAH LLC**, a New York limited liability company, having an address at 6 Robin Road, Chestnut Ridge, New York 10977 (where Mishconos Mazah LLC and Lost Lake Holdings LLC are together, "Grantees").

**W I T N E S S E T H :**

That Grantor is the owner of the approximately 2,095 acres of land located in the Town of Forestburgh, Sullivan County, New York located off Sullivan County Route 1-8 a/k/a St. Joseph's Road and Sullivan County Route 102 a/k/a Cold Spring Road, known as the Lost Lake Resort, less various lots sold by Grantor to third parties (the lands owned by Grantor being referred to hereinbelow as the "Property").

That Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by Grantees, does hereby grant and release unto Grantees, the heirs or successors and assigns of Grantees forever, as tenants in common, the following undivided fractional interests in a portion of the Property described as Town of Forestburgh, Sullivan County, N.Y. Tax Map parcels SBL 3-1-2.1, 3-1-2.18, 3-1-3, and various lots within Sections 3A, 3B, 3C, as listed in Schedule A attached hereto and made a part hereof (the "Granted Parcels"):

LOST LAKE HOLDINGS LLC: 29.4059%

MISHCONOS MAZAH LLC: 0.2970%

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Granted Parcels to the center line thereof;

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to the Granted Parcels;

SUBJECT TO any and all easements, covenants and restrictions of record;

TO HAVE AND TO HOLD the Granted Parcels unto the Grantees, the heirs or successors and assigns of the Grantees forever.

AND the Granted Parcels do not constitute all or substantially all of the assets of the Grantor, and the conveyance herein is done in the usual course of its trade or business.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the Granted Parcels have been encumbered in any way whatever, except as aforesaid.


AND the Grantor, in compliance with Section 13 of the Lien law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will

apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

IN PRESENCE OF:

LOST LAKE RESORT, INC.

  
By: Charles Ragan – Vice President

STATE OF TEXAS            )  
  ) ss.:  
COUNTY OF DALLAS        )

On the <sup>2<sup>nd</sup></sup> day of June, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES RAGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Dallas, State of Texas.



  
Notary Public



## SCHEDULE A

All that certain plot, piece or parcel of land, situate, lying and being in the Town of Forestburgh, County of Sullivan, State of New York, being further known and identified by the following Section, Block and Lots by the Tax Office of Sullivan County, as follows:

#	SBL	#	SBL	#	SBL
1	3-1-2.1	41	3.A-2-16	81	3.A-7-1
2	3-1-2.18	42	3.A-2-17	82	3.A-7-2
3	3-1-3	43	3.A-2-18	83	3.A-7-3
4	3.A-1-1	44	3.A-2-19	84	3.A-7-4
5	3.A-1-2	45	3.A-2-20	85	3.A-8-2
6	3.A-1-4	46	3.A-2-21	86	3.A-8-3
7	3.A-1-5	47	3.A-2-22	87	3.A-8-4
8	3.A-1-6	48	3.A-2-23	88	3.A-8-5
9	3.A-1-7	49	3.A-2-24	89	3.A-8-6
10	3.A-1-8	50	3.A-2-25	90	3.A-8-7
11	3.A-1-9	51	3.A-2-26	91	3.B-1-1
12	3.A-1-10	52	3.A-2-27	92	3.B-1-2
13	3.A-1-11	53	3.A-2-28	93	3.B-1-3
14	3.A-1-12	54	3.A-2-29	94	3.B-1-4
15	3.A-1-13	55	3.A-2-30	95	3.B-1-5
16	3.A-1-14	56	3.A-2-31	96	3.B-1-6
17	3.A-1-15	57	3.A-2-32	97	3.B-1-7
18	3.A-1-16	58	3.A-2-33	98	3.B-1-8
19	3.A-1-17	59	3.A-2-34	99	3.B-1-9
20	3.A-1-18	60	3.A-3-1	100	3.B-1-11
21	3.A-1-19	61	3.A-3-2	101	3.B-1-12
22	3.A-1-20	62	3.A-3-3	102	3.B-1-13
23	3.A-1-21	63	3.A-3-4	103	3.B-1-14
24	3.A-1-22	64	3.A-3-5	104	3.B-1-15
25	3.A-1-23	65	3.A-3-6	105	3.B-1-16
26	3.A-1-24	66	3.A-3-7	106	3.B-1-19
27	3.A-2-2	67	3.A-4-1	107	3.B-1-20
28	3.A-2-3	68	3.A-4-2	108	3.B-1-25
29	3.A-2-4	69	3.A-5-1	109	3.B-2-1
30	3.A-2-5	70	3.A-5-2	110	3.B-2-2
31	3.A-2-6	71	3.A-5-3	111	3.B-2-3
32	3.A-2-7	72	3.A-5-4	112	3.B-2-4
33	3.A-2-8	73	3.A-5-5	113	3.B-2-6
34	3.A-2-9	74	3.A-5-6	114	3.B-2-7
35	3.A-2-10	75	3.A-5-7	115	3.B-2-8
36	3.A-2-11	76	3.A-5-8	116	3.B-2-15
37	3.A-2-12	77	3.A-5-9	117	3.B-2-16
38	3.A-2-13	78	3.A-5-10	118	3.B-2-19
39	3.A-2-14	79	3.A-6-1	119	3.B-2-20
40	3.A-2-15	80	3.A-6-2	120	3.B-2-21



## SCHEDULE A, continued

#	SBL	#	SBL	#	SBL
121	3.B-2-22	161	3.B-5-14	201	3.B-7-8
122	3.B-2-23	162	3.B-5-15	202	3.B-7-9
123	3.B-2-24	163	3.B-5-16	203	3.B-7-10
124	3.B-2-25	164	3.B-5-17	204	3.B-7-11
125	3.B-2-26	165	3.B-5-18	205	3.B-7-12
126	3.B-3-1	166	3.B-5-19	206	3.B-7-13
127	3.B-3-2	167	3.B-6-2	207	3.B-7-14
128	3.B-3-3	168	3.B-6-3	208	3.B-7-15
129	3.B-3-4	169	3.B-6-4	209	3.B-7-16
130	3.B-3-5	170	3.B-6-5	210	3.C-1-1
131	3.B-3-6	171	3.B-6-6	211	3.C-1-2
132	3.B-3-7	172	3.B-6-7	212	3.C-1-3
133	3.B-3-8	173	3.B-6-8	213	3.C-1-4
134	3.B-3-9	174	3.B-6-9	214	3.C-1-5
135	3.B-3-10	175	3.B-6-11	215	3.C-1-6
136	3.B-3-11	176	3.B-6-12	216	3.C-2-1
137	3.B-3-12	177	3.B-6-13	217	3.C-2-2
138	3.B-3-13	178	3.B-6-14	218	3.C-2-3
139	3.B-4-1	179	3.B-6-15	219	3.C-2-4
140	3.B-4-3	180	3.B-6-16	220	3.C-2-5
141	3.B-4-4	181	3.B-6-17	221	3.C-2-6
142	3.B-4-7	182	3.B-6-18	222	3.C-2-7
143	3.B-4-8	183	3.B-6-19	223	3.C-2-8
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145	3.B-4-12	185	3.B-6-21	225	3.C-2-10
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147	3.B-4-14	187	3.B-6-23	227	3.C-2-12
148	3.B-4-16	188	3.B-6-24	228	3.C-2-13
149	3.B-5-1	189	3.B-6-25	229	3.C-2-14
150	3.B-5-2	190	3.B-6-26	230	3.C-2-15
151	3.B-5-3	191	3.B-6-27	231	3.C-2-16
152	3.B-5-4	192	3.B-6-28	232	3.C-2-17
153	3.B-5-5	193	3.B-6-29	233	3.C-2-18
154	3.B-5-7	194	3.B-6-30	234	3.C-2-19
155	3.B-5-8	195	3.B-7-2	235	3.C-3-1
156	3.B-5-9	196	3.B-7-3	236	3.C-3-2
157	3.B-5-10	197	3.B-7-4	237	3.C-3-3
158	3.B-5-11	198	3.B-7-5	238	3.C-3-4
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160	3.B-5-13	200	3.B-7-7	240	3.C-3-6

## SCHEDULE A, continued

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241	3.C-3-7	281	3.C-6-2	321	3.C-7-24
242	3.C-3-8	282	3.C-6-3	322	3.C-7-25
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248	3.C-3-14	288	3.C-6-14	328	3.C-8-5
249	3.C-3-15	289	3.C-6-16	329	3.C-8-6
250	3.C-3-16	290	3.C-6-17	330	3.C-8-7
251	3.C-3-17	291	3.C-6-18	331	3.C-8-9
252	3.C-3-19	292	3.C-6-19	332	3.C-8-10
253	3.C-3-23	293	3.C-6-20	333	3.C-8-11
254	3.C-3-24	294	3.C-6-21	334	3.C-8-13
255	3.C-3-26	295	3.C-6-22	335	3.C-8-15
256	3.C-3-28	296	3.C-6-23	336	3.C-8-17
257	3.C-3-29	297	3.C-6-24	337	3.C-8-18
258	3.C-3-32	298	3.C-7-1	338	3.C-8-19
259	3.C-3-34	299	3.C-7-2	339	3.C-8-21
260	3.C-4-1	300	3.C-7-3	340	3.C-8-22
261	3.C-4-2	301	3.C-7-4		
262	3.C-4-3	302	3.C-7-5		
263	3.C-4-4	303	3.C-7-6		
264	3.C-4-5	304	3.C-7-7		
265	3.C-4-6	305	3.C-7-8		
266	3.C-4-8	306	3.C-7-9		
267	3.C-4-9	307	3.C-7-10		
268	3.C-4-10	308	3.C-7-11		
269	3.C-4-11	309	3.C-7-12		
270	3.C-5-1	310	3.C-7-13		
271	3.C-5-2	311	3.C-7-14		
272	3.C-5-3	312	3.C-7-15		
273	3.C-5-4	313	3.C-7-16		
274	3.C-5-5	314	3.C-7-17		
275	3.C-5-8	315	3.C-7-18		
276	3.C-5-9	316	3.C-7-19		
277	3.C-5-10	317	3.C-7-20		
278	3.C-5-11	318	3.C-7-21		
279	3.C-5-13	319	3.C-7-22		
280	3.C-6-1	320	3.C-7-23		



**BARGAIN & SALE DEED  
(WITH COVENANT AGAINST GRANTOR'S ACTS)**

THIS INDENTURE, made as of the 30<sup>th</sup> day of June, 2020 between **LOST LAKE RESORT, INC.**, a New York corporation, having an address at 5495 Belt Line Road, Suite 200, Dallas, Texas 75254 ("Grantor"); and **LOST LAKE HOLDINGS LLC**, a New York limited liability company, having an address at 518 N. Sycamore Avenue, Los Angeles, California 90036, and **MISHCONOS MAZAH LLC**, a New York limited liability company, having an address at 6 Robin Road, Chestnut Ridge, New York 10977 (where Mishconos Mazah LLC and Lost Lake Holdings LLC are together, "Grantees").

**W I T N E S S E T H :**

That Grantor is the owner of the approximately 2,095 acres of land located in the Town of Forestburgh, Sullivan County, New York located off Sullivan County Route 1-8 a/k/a St. Joseph's Road and Sullivan County Route 102 a/k/a Cold Spring Road, known as the Lost Lake Resort, less various lots sold by Grantor to third parties (the lands owned by Grantor being referred to hereinbelow as the "Property").

That Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by Grantees, does hereby grant and release unto Grantees, the heirs or successors and assigns of Grantees forever, as tenants in common, the following undivided fractional interests in a portion of the Property described as Town of Forestburgh, Sullivan County, N.Y. Tax Map parcels SBL 3-1-2.1, 3-1-2.18, 3-1-3, and various lots within Sections 3A, 3B, 3C, as listed in Schedule A attached hereto and made a part hereof (the "Granted Parcels"):

LOST LAKE HOLDINGS LLC: 10.7822%

MISHCONOS MAZAH LLC: 0.1090%

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Granted Parcels to the center line thereof;

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to the Granted Parcels;

SUBJECT TO any and all easements, covenants and restrictions of record;

TO HAVE AND TO HOLD the Granted Parcels unto the Grantees, the heirs or successors and assigns of the Grantees forever.

AND the Granted Parcels do not constitute all or substantially all of the assets of the Grantor, and the conveyance herein is done in the usual course of its trade or business.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the Granted Parcels have been encumbered in any way whatever, except as aforesaid.

AND the Grantor, in compliance with Section 13 of the Lien law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will




apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

IN PRESENCE OF:


LOST LAKE RESORT, INC.

  
By: Charles Ragan – Vice President

STATE OF TEXAS            )  
  ) ss.:  
COUNTY OF DALLAS        )

On the <sup>4th</sup> 31 day of June, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES RAGAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Dallas, State of Texas.



  
Notary Public

**SCHEDULE A**

All that certain plot, piece or parcel of land, situate, lying and being in the Town of Forestburgh, County of Sullivan, State of New York, being further known and identified by the following Section, Block and Lots by the Tax Office of Sullivan County, as follows:

#	SBL	#	SBL	#	SBL
1	3-1-2.1	41	3.A-2-16	81	3.A-7-1
2	3-1-2.18	42	3.A-2-17	82	3.A-7-2
3	3-1-3	43	3.A-2-18	83	3.A-7-3
4	3.A-1-1	44	3.A-2-19	84	3.A-7-4
5	3.A-1-2	45	3.A-2-20	85	3.A-8-2
6	3.A-1-4	46	3.A-2-21	86	3.A-8-3
7	3.A-1-5	47	3.A-2-22	87	3.A-8-4
8	3.A-1-6	48	3.A-2-23	88	3.A-8-5
9	3.A-1-7	49	3.A-2-24	89	3.A-8-6
10	3.A-1-8	50	3.A-2-25	90	3.A-8-7
11	3.A-1-9	51	3.A-2-26	91	3.B-1-1
12	3.A-1-10	52	3.A-2-27	92	3.B-1-2
13	3.A-1-11	53	3.A-2-28	93	3.B-1-3
14	3.A-1-12	54	3.A-2-29	94	3.B-1-4
15	3.A-1-13	55	3.A-2-30	95	3.B-1-5
16	3.A-1-14	56	3.A-2-31	96	3.B-1-6
17	3.A-1-15	57	3.A-2-32	97	3.B-1-7
18	3.A-1-16	58	3.A-2-33	98	3.B-1-8
19	3.A-1-17	59	3.A-2-34	99	3.B-1-9
20	3.A-1-18	60	3.A-3-1	100	3.B-1-11
21	3.A-1-19	61	3.A-3-2	101	3.B-1-12
22	3.A-1-20	62	3.A-3-3	102	3.B-1-13
23	3.A-1-21	63	3.A-3-4	103	3.B-1-14
24	3.A-1-22	64	3.A-3-5	104	3.B-1-15
25	3.A-1-23	65	3.A-3-6	105	3.B-1-16
26	3.A-1-24	66	3.A-3-7	106	3.B-1-19
27	3.A-2-2	67	3.A-4-1	107	3.B-1-20
28	3.A-2-3	68	3.A-4-2	108	3.B-1-25
29	3.A-2-4	69	3.A-5-1	109	3.B-2-1
30	3.A-2-5	70	3.A-5-2	110	3.B-2-2
31	3.A-2-6	71	3.A-5-3	111	3.B-2-3
32	3.A-2-7	72	3.A-5-4	112	3.B-2-4
33	3.A-2-8	73	3.A-5-5	113	3.B-2-6
34	3.A-2-9	74	3.A-5-6	114	3.B-2-7
35	3.A-2-10	75	3.A-5-7	115	3.B-2-8
36	3.A-2-11	76	3.A-5-8	116	3.B-2-15
37	3.A-2-12	77	3.A-5-9	117	3.B-2-16
38	3.A-2-13	78	3.A-5-10	118	3.B-2-19
39	3.A-2-14	79	3.A-6-1	119	3.B-2-20
40	3.A-2-15	80	3.A-6-2	120	3.B-2-21

**SCHEDULE A, continued**

<b>#</b>	<b>SBL</b>	<b>#</b>	<b>SBL</b>	<b>#</b>	<b>SBL</b>
121	3.B-2-22	161	3.B-5-14	201	3.B-7-8
122	3.B-2-23	162	3.B-5-15	202	3.B-7-9
123	3.B-2-24	163	3.B-5-16	203	3.B-7-10
124	3.B-2-25	164	3.B-5-17	204	3.B-7-11
125	3.B-2-26	165	3.B-5-18	205	3.B-7-12
126	3.B-3-1	166	3.B-5-19	206	3.B-7-13
127	3.B-3-2	167	3.B-6-2	207	3.B-7-14
128	3.B-3-3	168	3.B-6-3	208	3.B-7-15
129	3.B-3-4	169	3.B-6-4	209	3.B-7-16
130	3.B-3-5	170	3.B-6-5	210	3.C-1-1
131	3.B-3-6	171	3.B-6-6	211	3.C-1-2
132	3.B-3-7	172	3.B-6-7	212	3.C-1-3
133	3.B-3-8	173	3.B-6-8	213	3.C-1-4
134	3.B-3-9	174	3.B-6-9	214	3.C-1-5
135	3.B-3-10	175	3.B-6-11	215	3.C-1-6
136	3.B-3-11	176	3.B-6-12	216	3.C-2-1
137	3.B-3-12	177	3.B-6-13	217	3.C-2-2
138	3.B-3-13	178	3.B-6-14	218	3.C-2-3
139	3.B-4-1	179	3.B-6-15	219	3.C-2-4
140	3.B-4-3	180	3.B-6-16	220	3.C-2-5
141	3.B-4-4	181	3.B-6-17	221	3.C-2-6
142	3.B-4-7	182	3.B-6-18	222	3.C-2-7
143	3.B-4-8	183	3.B-6-19	223	3.C-2-8
144	3.B-4-9	184	3.B-6-20	224	3.C-2-9
145	3.B-4-12	185	3.B-6-21	225	3.C-2-10
146	3.B-4-13	186	3.B-6-22	226	3.C-2-11
147	3.B-4-14	187	3.B-6-23	227	3.C-2-12
148	3.B-4-16	188	3.B-6-24	228	3.C-2-13
149	3.B-5-1	189	3.B-6-25	229	3.C-2-14
150	3.B-5-2	190	3.B-6-26	230	3.C-2-15
151	3.B-5-3	191	3.B-6-27	231	3.C-2-16
152	3.B-5-4	192	3.B-6-28	232	3.C-2-17
153	3.B-5-5	193	3.B-6-29	233	3.C-2-18
154	3.B-5-7	194	3.B-6-30	234	3.C-2-19
155	3.B-5-8	195	3.B-7-2	235	3.C-3-1
156	3.B-5-9	196	3.B-7-3	236	3.C-3-2
157	3.B-5-10	197	3.B-7-4	237	3.C-3-3
158	3.B-5-11	198	3.B-7-5	238	3.C-3-4
159	3.B-5-12	199	3.B-7-6	239	3.C-3-5
160	3.B-5-13	200	3.B-7-7	240	3.C-3-6



## SCHEDULE A, continued

#	SBL	#	SBL	#	SBL
241	3.C-3-7	281	3.C-6-2	321	3.C-7-24
242	3.C-3-8	282	3.C-6-3	322	3.C-7-25
243	3.C-3-9	283	3.C-6-5	323	3.C-7-26
244	3.C-3-10	284	3.C-6-6	324	3.C-8-1
245	3.C-3-11	285	3.C-6-8	325	3.C-8-2
246	3.C-3-12	286	3.C-6-11	326	3.C-8-3
247	3.C-3-13	287	3.C-6-13	327	3.C-8-4
248	3.C-3-14	288	3.C-6-14	328	3.C-8-5
249	3.C-3-15	289	3.C-6-16	329	3.C-8-6
250	3.C-3-16	290	3.C-6-17	330	3.C-8-7
251	3.C-3-17	291	3.C-6-18	331	3.C-8-9
252	3.C-3-19	292	3.C-6-19	332	3.C-8-10
253	3.C-3-23	293	3.C-6-20	333	3.C-8-11
254	3.C-3-24	294	3.C-6-21	334	3.C-8-13
255	3.C-3-26	295	3.C-6-22	335	3.C-8-15
256	3.C-3-28	296	3.C-6-23	336	3.C-8-17
257	3.C-3-29	297	3.C-6-24	337	3.C-8-18
258	3.C-3-32	298	3.C-7-1	338	3.C-8-19
259	3.C-3-34	299	3.C-7-2	339	3.C-8-21
260	3.C-4-1	300	3.C-7-3	340	3.C-8-22
261	3.C-4-2	301	3.C-7-4		
262	3.C-4-3	302	3.C-7-5		
263	3.C-4-4	303	3.C-7-6		
264	3.C-4-5	304	3.C-7-7		
265	3.C-4-6	305	3.C-7-8		
266	3.C-4-8	306	3.C-7-9		
267	3.C-4-9	307	3.C-7-10		
268	3.C-4-10	308	3.C-7-11		
269	3.C-4-11	309	3.C-7-12		
270	3.C-5-1	310	3.C-7-13		
271	3.C-5-2	311	3.C-7-14		
272	3.C-5-3	312	3.C-7-15		
273	3.C-5-4	313	3.C-7-16		
274	3.C-5-5	314	3.C-7-17		
275	3.C-5-8	315	3.C-7-18		
276	3.C-5-9	316	3.C-7-19		
277	3.C-5-10	317	3.C-7-20		
278	3.C-5-11	318	3.C-7-21		
279	3.C-5-13	319	3.C-7-22		
280	3.C-6-1	320	3.C-7-23		